

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES

INTERNATIONAL LONGSHORE AND
WAREHOUSE UNION, LOCAL 23

and

Cases 19–CB–175084
19–CB–198689

JIM TESSIER

and

KEITH LOWE

Sarah McBride, Esq.,
Sarah Burke, Esq.,
for the General Counsel.
Robert H. Lavitt, Esq.,
for the Respondent.

DECISION

STATEMENT OF THE CASE

ELEANOR LAWS, Administrative Law Judge. This case was tried in Seattle, Washington, on December 13, 2017.

Charging Party Jim Tessier (Tessier) filed the charge in Case 19–CB–175084 on April 25, 2016, with amended charges filed on June 27, 28, August 30, and September 30, 2016. The General Counsel issued the complaint on these charges on October 31, 2016, and the International Longshore and Warehouse Union, Local 23 (the Union, Respondent, or Local 23), filed a timely answer denying all material allegations. On March 22, 2017, a Settlement Agreement and Notice to Employees and Members was approved in Case 19-CB-175084.

Keith Lowe (Lowe) filed the charge in Case 19–CB–198689 on May 11, 2017. On July 26, 2017, the General Counsel issued an order partially revoking the settlement agreement in Case 19-CB-175084, partially reissuing that complaint, and consolidating the reissued complaint allegations with Case 19–CB–198689.

The complaint alleges the Respondent violated Section 8(b)(1)(A) of the National Labor Relations Act (the Act), by failing to timely provide members with requested documents on various occasions.

On the entire record, including my observation of the demeanor of the witnesses, and after considering the briefs filed by the General Counsel and the Respondent, I make the following

FINDINGS OF FACT

I. JURISDICTION

The Pacific Maritime Association (the PMA), a California corporation with its principal place of business in San Francisco, California, and a branch office at the Port of Tacoma, Washington, is an organization of employers in California, Oregon, and Washington operating as steamship companies, stevedore contractors, and marine terminal operators. One function of the PMA is to represent its employer-members in negotiating and administering collective-bargaining agreements with labor organizations, including the Respondent. During the past 12 months and at all material times, the employer-members of the Association collectively purchased and received goods valued in excess of \$50,000 directly from points outside the State of Washington, and performed services valued in excess of \$50,000 in states other than Washington. I find that the employer-members of the Association have been employers engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act. I further find, and it is uncontested, that Respondent is a labor organization within the meaning of Section 2(5) of the Act.

II. ALLEGED UNFAIR LABOR PRACTICES

A. *Background and the Respondent's Operations*

The International Longshore and Warehouse Union (ILWU) Local 23, based in Fife, Washington, represents longshore workers at the Port of Tacoma. The PMA is an association of employers in California, Oregon, and Washington, engaged in business as stevedore companies, operators of marine terminals, and equipment maintenance and repair contractors. The Local 23 is part of a coastwide bargaining unit that covers employees working at terminals operated by PMA signatory employers. The PMA and the Local 23 are bound by the Pacific Coast Longshore Contract Document (PCLCD), effective from July 1, 2014, through July 1, 2019. They jointly operate the dispatch hall in Fife, which is the exclusive means for the PMA to obtain employees at the Port of Tacoma. (Jt. Exhs. 1, 2).¹ At all relevant times, Dean McGrath (McGrath) has been the Local 23's president.

Under the terms of the PCLCD, the PMA and the Local 23 have a Joint Port Labor Relations Committee (JPLRC), which meets monthly to handle labor issues with members and their employers. Complaints filed with the JPLRC are referred to the Union's executive board to

¹Abbreviations used in this decision are as follows: "Tr." for transcript; "R Exh." for Respondent's exhibit; "GC Exh." for General Counsel's exhibit; and "Jt. Exh." for joint exhibit. Although I have included several citations to the record to highlight particular testimony or exhibits, I emphasize that my findings and conclusions are based not solely on the evidence specifically cited, but rather are based my review and consideration of the entire record.

investigate. The executive board shares the results of its investigation with the JPLRC at the monthly meeting, and the JPLRC determines whether to approve any discipline the executive board recommends.

- 5 The JPLRC keeps minutes of their meetings, which take place monthly on a Thursday. Minutes from the previous month's meetings are distributed to members the previous Monday for members to review. They are then discussed and approved at the meeting.

10 *B. Settlement Agreements and Procedures for Requesting Documents*

On June 23, 2005, a settlement was reached in Case 19–CB–9269, which had alleged the Respondent had not timely responded to requests for members' JPLRC minutes. The Respondent agreed to provide requested minutes in a timely manner. (GC Exh. 4.)

- 15 Following the settlement agreement, the Local 23's executive board developed procedures, including a request form, for members seeking information to utilize. The request form states that the requested information will be available within 2–3 weeks of the request, and instructs the member that he will be notified when the information is ready for pickup. When employees pick up the requested information, they record it on a sign-in sheet. (R Exhs. 2–3.)
- 20 The Union requires members to retrieve documents in person to avoid the risk of important information being lost in the mail. Members sign in receipt of the records to confirm that the documents were in fact produced to and received by the requestor. (Tr. 122, 194.)

- 25 On March 22, 2017, a settlement agreement was reached regarding the alleged failure to timely provide JPLRC minutes to dispatch hall user Karey Martinez (Martinez) in Case 19–CB–175084. The Region revoked this settlement after finding merit to the charge in Case 19–CB–198689, in which dispatch hall user Keith Lowe (Lowe), alleged the Respondent had again refused to provide JPLRC minutes to requesting dispatch hall users in a timely manner.

30 *C. Karey Martinez Allegations*

Karey Martinez is a member of the ILWU Local 19, based in Seattle. Has been a class A longshoreman for the last 7 years. He utilized Local 23's dispatch hall as a voluntary traveler, working out of Local 23 zero to five days a week in 2016.

- 35 In April 2016, the Local 23's executive board determined that Martinez had walked off the job without finding a replacement, and decided to suspend Martinez pending for six months from working as a voluntary traveler.² (GC Exh. 2.) Martinez did not learn about his suspension until June 10, when a colleague informed him about it. He previously had received a \$50 fine from Local 23 in 2013 for not working and failing to secure a replacement.
- 40

On June 15, Martinez went to the Local 23's office to request JPLRC minutes for April and May 2016.³ The financial secretary, Tawni Bailey, gave Martinez a request form, which he

²The validity of discipline is not an issue in this case.

³ Martinez testified that this occurred on June 14, but the contemporaneous document he filled out is clearly dated June 15. (GC Exh. 3.) Martinez also responded to counsel for the General Counsel asking

filled out and returned to her. (GC Exh. 3.) She instructed Martinez that someone would be in touch with him when the minutes were ready for pickup.

5 Martinez returned to the Local 23's office the morning of June 20, to see if the requested minutes were available and to show the notice posting from the 2005 settlement agreement. (GC Exh. 4.) He initially spoke with Bailey, and then Sarah Faker, another financial secretary and Bailey's supervisor, came out and also spoke to Martinez. (R Exh. 6.)

10 Martinez asked if the minutes were available or if there was a kiosk where he could review them. Martinez expected the minutes might be available because "I knew that the hall had a kiosk at their old location and that the members could go look at it any time they wanted, and that they temporarily had one for a short time when the new hall was built, but then everything was moved in to the secretary's office."⁴ (Tr. 40.)

15 The secretaries advised Martinez that he needed to talk to the president or one of the business agents about the 2005 notice and his request for information. Martinez proceeded to McGrath's office and then the business agents' office, but nobody was present. Martinez returned to the secretaries' office and asked them to leave the 2005 notice with McGrath and to ask McGrath to call him.

20

The nature of the interaction between Martinez and the secretaries on June 20 is in dispute. Martinez described the interactions as "[q]uite polite and respectful and calm in manner." (Tr. 43.)

25 Bailey thought Martinez as aggressive, and perceived him as demanding that they get him the information right away. She made a statement about the interaction because she found it to be out of the ordinary. The statement, dated June 20, 2016, reads:

30 Karey Martinez came into the office. I was at Sarah's computer sending an email. I asked how I could help him and he said he had some documents. I asked him to give me a minute while I sent the email and then I came over to help him. He pulled out his information request and I asked him if he had received the information. He said he hadn't so I asked him to hold on while got Sarah. He interrupted me and told me I needed to let him finish. He then proceeded to pull out the NLRB decision and told me I was required to provide him the information he requested. I then told him he needed to speak with Sarah and walked away to get her.

35

(R Exh. 6.)

40 Faker characterized Martinez as "very insistent that he wanted his information," which made her feel nervous. (Tr. 149, 153.) Like Bailey, Faker made a statement, dated June 20, 2016, which reads:

about the June 15 request without correcting the date. (Tr. 37.) On cross-examination, he testified that he visited the office and filled out the form on June 15. (Tr. 61.)

⁴ Since he first went down to the current location for the Local 23 in December 2010, Martinez has not seen a kiosk.

Karey Martinez came into the secretaries' office at Local 23 this morning regarding his request for information (Loc23 JPLRC minutes re: his EC—APM Terminals Tacoma 03/30/16) he submitted on June 15, 2016.

5 I heard Karey tell Tawni he had a document for us. Tawni asked him if he could wait just a second she was sending an email. I then heard Tawni ask if he hadn't received the information and heard him say no. Tawni then asked him to hang on while she got me. He interrupted her and aggressively told her she needed to "let him finish". When I got to
10 the desk he had pulled out a piece of paper which I noticed was a copy of an NLRB ruling. He asked if I had seen it and said we had to provide him with the information he asked for. I explained that I had left a message with the Business Agent last week when he submitted the request but he was out of town and I hadn't heard back from him. He then told me that I had to give him what he wanted and we were ordered to provide him a
15 kiosk that he could access this information. He asked me if I knew about this ruling that I HAD to provide him this information. Again, I told him I had contacted the BA last week, hadn't heard anything back and he would be back in the office today so he should contact him. He continued to accuse me of not giving him access to the kiosk or his information and stated that it would be to my benefit to give him what he asked for and to
20 do it in a timely manner. Again, I told him if he had a problem he needed to contact the BA's and/or President that there was nothing I could do at that time. Once again he accused me of refusing to give him this information and repeatedly told me there was an NLRB ruling that prohibited me from denying him. I repeated myself several different times that I was just doing my job and if he had an issue he needed to speak with the BA
25 or President. He finally left the office. He came back about 5 minutes later and gave Tawni a copy of the NLRB ruling to put in the BA's box and said it would be to our benefit for someone to contact him asap.

30 (R Exh. 7.) Faker only types up statements when there is an issue in the office. When McGrath returned to the office, he could tell something was wrong, Faker told him about the interaction with Martinez, and informed him that she and Bailey had written up statements.

After he left the Local 23 office, Martinez proceeded to his car and tried to call McGrath, but was unable to reach him. Martinez then called the night business agent, Dave Basher.

35 Martinez recounted the call as follows:

I -- the first thing I said, hey, Dave, thanks for answering the phone. I said, are you here at the hall, and he says no, but I can be there in 15 minutes. I said, okay, great, I said I left a notice that I wanted you to review in the secretary's office. I was wondering if maybe
40 you can come down and we can chat. He said, yeah, I can come down. I said, okay, I'll be at -- getting some lunch, as soon as you get here, give me a call and I'll drive back. Then he agreed and that was the end of that call.

45 (Tr. 44.) Martinez then texted Basher and instructed him to just have McGrath get in touch with him because he was going home. (Tr. 82.)

When Ryan Whitman, the day business agent, arrived in the office a little after 11:00 a.m., Faker informed him about her and Bailey's interactions with Martinez. Whitman called Martinez and asked why he had been at the Local 23 "bullying" the secretaries. Martinez asked Whitman if he had read the notice in the secretary's office, and said he had not been rude to the secretaries. (Tr. 45.) There were some phone connection problems resulting in Whitman calling Martinez back. Martinez again asked if Whitman had read the settlement agreement. Whitman perceived some odd clicking on the line and asked if he was being recorded. Martinez responded that he wanted Whitman to review the settlement notice.⁵

At 12:52 p.m. McGrath called Martinez back. (R Exh. 11; Tr. 201.) McGrath asked Martinez about his interactions with the Local 23 secretaries. Martinez replied by asking if McGrath had reviewed the settlement notice he left, and said he just wanted to know when he would be getting the minutes he requested. (Tr. 46.) According to Martinez, McGrath said the minutes would be available in 2–3 weeks, and that he would be referring the incident to Local 19 for processing. Martinez understood the incident to mean his interactions with the secretaries. According to McGrath, he told Martinez that the information he requested would be sent to the Local 19's dispatch hall, and asked him not to return to the Local 23's offices.

At 3:21 p.m., Whitman called Rich Austin, the President of Local 19, to inform him about Martinez' conduct toward the secretaries. (R Exh. 10; Tr. 182.) They discussed the information request, and Austin said to just send Martinez' information to him at the Local 19's office, and he would inform Martinez when it arrived.⁶

When McGrath returned to the office, he told the secretaries to promptly fax the information to the Local 19 and put a copy in his box. (Tr. 214–216.) Faker sent the fax, which was received by the Local 19 at 11:29 a.m. on June 21. The fax contained the April 26, 2016 Executive Board meeting minutes, and a redacted version of the draft minutes of the April 27, 2016, JPLRC meetings, showing the information related to Martinez' suspension.⁷ (GC Exh, 6.)

On July 8, Martinez called the Local 23 secretary's office and asked an unidentified individual if his minutes were ready. He was told to get in touch with the business agents or the president. Martinez then texted Basher asking if his minutes were available for pickup. Basher responded on July 10, instructing Martinez to talk to McGrath.⁸ (GC Exh. 5.)

⁵ During the call, which was on speakerphone, Charging Party Tessier, who was described as Martinez' "labor consultant" was connected to Martinez on another line, which also was on speakerphone. Martinez did not notify Whitman that Tessier could hear their conversation.

⁶ I do not rely on Whitman's testimony about Austin's comments to him for the truth of what Austin ostensibly said to Whitman.

McGrath saw Austin that same night, June 20. He was unaware that Austin and Whitman had already discussed having Martinez' requested information faxed to Local 19, so the two discussed the matter briefly but did not go into detail about it.

⁷ The meeting to approve the final version would not yet have occurred on June 21.

⁸ There is no evidence Basher knew that Whitman and/or McGrath had planned to send the April 2016 minutes to Austin at the Local 19.

On August 29, 2016, Martinez received a telephone call from Austin informing him the minutes were available for him to pick up at the Local 19's office.⁹ (Tr. 52.) Martinez went to the Local 19's office that day and picked up the minutes from the April 12, 2016, Local 23 Executive Board meeting, as well as draft minutes from the April 27, 2016, JPLRC meeting. Martinez did not receive the May 2016 minutes, or any communication that they would or would not be provided.

D. Keith Lowe Allegations

Keith Lowe is also a member of ILWU Local 19 and a class A longshoreman. He also worked out of the Local 23 as a volunteer traveler.

On March 23, 2017, Lowe was suspended from working out of the Local 23 for six months, as a result of failing to show up for work. On April 19, he went to the Local 23 and filled out a request for the April JPLRC minutes. (GC Exh. 7.) Faker explained to Lowe that the minutes from the April meeting would not be ready in draft form until the middle of May at the earliest. (Tr. 157–158.)

Martinez instructed Lowe to go to the National Labor Relations Board (NLRB) if he did not receive the minutes by May 9. (R Exh. 1; Tr. 109.) Faker received the April minutes on Tuesday May 16.¹⁰ The minutes were approved at the May 18 meeting, and were distributed in final form on May 19, which was a Friday. She left voicemails for Lowe on May 24 and 25 informing him the minutes were ready for him. (R Exh. 8.)

Lowe picked up the minutes on May 31, after realizing he had voicemail messages instructing him they were ready. (GC Exhs. 7–8.)

III. DECISION AND ANALYSIS

Section 8(b)(1)(A) of the Act provides that it is an unfair labor practice for a labor organization or its agents to restrain or coerce employees “in the exercise of the rights guaranteed in section 7 [section 157 of this title]: Provided, That this paragraph shall not impair the right of a labor organization to prescribe its own rules with respect to the acquisition or retention of membership therein.” The rights guaranteed in Section 7 include, in pertinent part, the right “to form, join or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection . . .”

As a judicially recognized protection implicit within the Act, a union has a duty of fair representation to its members. See *Ford Motor Co. v. Huffman*, 345 U.S. 330 (1953). More specifically, in *Vaca v. Sipes*, 386 U.S. 171, 177 (1967), the Supreme Court defined this duty as “a statutory obligation to serve the interests of all members without hostility or discrimination

⁹ Austin and Martinez also spoke about the minutes on August 25, but precisely what they discussed on that day is unclear. (Tr. 53.)

¹⁰ Faker normally would have received the April minutes on Monday May 15, but she was out of the office that day.

toward any, to exercise its discretion with complete good faith and honesty, and to avoid arbitrary conduct.” The Board thus has determined that a union’s breach of the duty of fair representation qualifies as an unfair labor practice under the Act. See *Miranda Fuel Co.*, 140 NLRB 181, 185 (1962), enf. denied 326 F.2d 172 (2d Cir. 1963).

In the context of an exclusive hiring hall, a union’s broad duty of fair representation includes permitting its members to review documentation related to the referral of employees for work. See *Boilermakers Local 197 (Northeastern State Boiler-maker Employers)*, 318 NLRB 205 (1995); *Operating Engineers Local 324*, 226 NLRB 587 (1976); *Electrical Workers Local 24 IBEW*, 356 NLRB 581 fn. 3 (2011). The Board has explained that a member’s right to referral information must be respected by the union because it is the member’s only means to “fully investigate whether or not [their] referral rights [are] being protected.” *Operating Engineers Local 324*, supra. Accordingly, the Board has found that a union operating an exclusive hiring hall commits an unfair labor practice when it arbitrarily denies members access to its referral records. See, e.g. *Plumbers Local 32 (Anthony Construction Co.)*, 346 NLRB 1095, 1096 (2006). “When a member seeks photocopies of hiring hall information because he reasonably believes he has been treated unfairly by the hiring hall, the union acts arbitrarily by denying the requested photocopies, unless the union can show the refusal is necessary to vindicate legitimate union interests.” *Boilermakers Local 197*; see also *Iron Workers Local 709*, 296 NLRB 199 (1989).

The union’s duty of fair representation in providing members access to documents is not limited to traditional referral records, i.e. records showing which employees were referred to certain jobs. For example, in *Letter Carriers Branch 529*, 319 NLRB 879, 880 (1995), the Board found that the union breached its duty of fair representation by failing to provide a member with copies of grievance forms pertaining to her employment. The requests here for documents relating to suspension from the Local 23’s referral process are clearly covered by the Board’s jurisprudence.

It is well settled, however, that something beyond mere negligence or the exercise of poor judgment on the union’s part is required to support a finding of arbitrary conduct. *Teamsters Local 337 (Swift-Eckrich)*, 307 NLRB 437, 438 (1992). “[A] union must be allowed a wide range of reasonableness in serving the unit employees, and any subsequent examination of a union’s performance must be ‘highly deferential.’” *Letter Carriers Branch 529*, supra, quoting in part *Air Line Pilots Assn. v. O’Neill*, 499 U.S. 65, 78 (1991). A union’s conduct is arbitrary “only if, in light of the factual and legal landscape at the time of the union’s actions, the union’s behavior is so far outside a wide range of reasonableness as to be irrational.” *Id.*

A. *Karey Martinez*

1. April 2016 Minutes

The Respondent does not dispute that Martinez had a reasonable belief his request for the minutes was reasonably directed at ascertaining whether or not he had been treated unfairly by the hiring hall when he received his suspension. The Respondent contends, however, that it provided the records in a reasonable time and manner under the circumstances.

It is clear Martinez went to the Local 23's offices on June 20 emboldened by the copy of the 2005 settlement agreement notice, and believing the information should be made available to him immediately. I am unconvinced by his attempts to minimize his aggressive stance and to soften the tone he took with the secretaries. I am persuaded by Bailey and Fakers' corroborative descriptions of Martinez' demeanor, as evidenced by their credible testimony and contemporaneous written descriptions of their interactions with him. In short, I find that Martinez aggressively demanded the information he requested, making Bailey and Faker uncomfortable.

In light of Martinez' behavior on June 20, I find it was reasonable for the Respondent to deviate from its normal procedures and make alternative arrangements for Martinez to retrieve the requested information. I credit McGrath's testimony that he told Martinez, during their telephone call on June 20, that the information he requested would be made available to him at the Local 19's offices. Martinez recalled that McGrath told him he would be referring the incident to Local 19 for processing, which Martinez understood meant his interactions with the secretaries. The most reasonable inference I can draw is there was a miscommunication between McGrath and Martinez. It is undisputed the April minutes were received at the Local 19 the following day, June 21. The evidence as a whole does not suggest that the minutes were faxed to the Local 19 as part of an attempt to shirk the Respondent's responsibility to respond to Martinez' request.¹¹ I find the Respondent's action of faxing the information to the Local 19, under the circumstances, was a practical and reasonable attempt to fulfill Martinez' request.

Given the deferential standard of review, I find that the Respondent's actions at most amount to mere negligence. The Respondent certainly could have exercised more care to ensure that Martinez knew precisely when the documents arrived at the Local 19, and could have required some sort of acknowledgment that he received the documents following their transmission. Given the factual circumstances present, however, applying the applicable Board standards, I find the General Counsel has not met the burden to prove the Union breached its duty of fair representation to Martinez with regard to the April 2016 minutes.

2. May 2016 Minutes

With regard to the May minutes, the evidence shows the Respondent did not provide Martinez with a copy of the minutes, nor did anyone explain to him why a copy would not be provided until the hearing. At the time of the request, Martinez did not know when his discipline was discussed by the JPLRC, and therefore had a reasonable belief that his suspension could have been discussed at the May meeting. Accordingly, I find the General Counsel has proved the Respondent breached its duty of fair representation to Martinez by not providing him the May minutes or informing him of the reasons they would not be provided.

B. *Keith Lowe*

When Lowe went to the Local 23's office on March 23 and requested the April minutes, he was told they would not be available until the middle of May at the earliest, in line with the

¹¹ I credit this testimony based on McGrath's forthcoming demeanor, as well as his detailed memory of the timing and content of the call.

manner in which the minutes are customarily prepared and distributed, detailed above. Once ready, Lowe was informed his minutes were ready to be picked up by way of a voicemail from Faker on May 24, 2017, just a few business days after they were finalized at the monthly meeting. The General Counsel's attempt to bind the Respondent to the 2–3 week timeframe set forth on Respondent's the request form ignores any context, and appears to be an attempt to impose a bright line rule unsupported by the law.¹² In light of the factual context present, I find the General Counsel has failed to prove the Respondent delayed in providing Lowe with his requested meeting minutes.

CONCLUSIONS OF LAW

1. By arbitrarily refusing to provide Karey Martinez with requested JPLRC minutes for the month of May, or an explanation as to why they were not being provided, the Respondent has breached its duty of fair representation in violation of Section 8(b)(1) of the Act.

2. The unfair labor practice set forth above affects commerce within the meaning of Section 2(2), (6), and (7) of the Act.

3. The Respondent did not otherwise engage in any other unfair labor practices alleged in the consolidated complaints in violation of the Act.

REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, I shall order it to cease and desist therefrom and to take certain affirmative action designed to effectuate the policies of the Act.

Having found the Respondent refused to provide Karey Martinez with requested JPLRC minutes for the month of May, the Respondent will be ordered to cease and desist from this action.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended¹³

ORDER

The Respondent, the International Longshore and Warehouse Union, Local 23, its officers, agents, and representatives, shall

1. Cease and desist from

¹² The evidence shows that Martinez instructed Lowe to file an unfair labor practice complaint if this timeframe was not followed. (R Exh. 1.)

¹³ If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

(a) Refusing to provide requested JPLRC minutes to dispatch hall users;

(b) In any like or related manner restraining or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

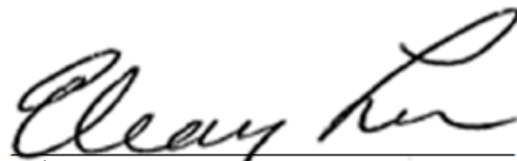
2. Take the following affirmative action necessary to effectuate the policies of the Act

(a) Upon request, provide users of Respondent's dispatch hall with access to and copies of JPLRC minutes.

(b) Within 14 days after service by the Region, post at its hiring hall in Fife, Washington, copies of the attached notice marked "Appendix."¹⁴ Copies of the notice, on forms provided by the Regional Director for Region 19, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all places where notices to employees and members are customarily posted. In addition to physical posting of paper notices, the notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since June 21, 2016.

(c) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

Dated: Washington, D.C. February 9, 2018



Eleanor Laws
Administrative Law Judge

¹⁴ If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

APPENDIX

NOTICE TO MEMBERS

Posted by Order of the
National Labor Relations Board
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union
Choose representatives to bargain on your behalf with your employer
Act together with other employees for your benefit and protection
Choose not to engage in any of these protected activities.

WE WILL NOT fail or refuse to promptly provide users of our dispatch hall with access to and copies of requested JPLRC minutes.

WE WILL NOT in any like or related manner restrain or coerce you in the exercise of the rights listed above

WE WILL upon request, provide users of our dispatch hall with access to and copies of the JPLRC minutes.

INTERNATIONAL LONGSHORE AND
WAREHOUSE UNION, LOCAL 23

(Labor Organization)

Dated _____ By _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlrb.gov.

915 2nd Avenue, Room 2948, Seattle, WA 98174-1078
(206) 220-6300, Hours: 8:15 a.m. to 4:45 p.m.

The Administrative Law Judge's decision can be found at <https://www.nlr.gov/case/19-CB-175084> or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.



THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE.

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER AT (206) 220-6284.